

DEPARTMENT OF THE ARMY  
UNITED STATES ARMY TANK-AUTOMOTIVE AND ARMAMENTS COMMAND  
WARREN, MICHIGAN 48397-5000

AMSTA-AQ-AHL-B

Mr. W.E. Toole  
Systems & Electronics Inc.  
201 Evans Lane  
St. Louis, MO 63121-1126

Dear Mr. Toole:

This letter constitutes a contract (W56HZV-04-C-0289) on the terms set forth herein and signifies the intention of the U.S. Army Tank-automotive and Armaments Command to execute a formal firm fixed price type contract with Systems & Electronics Inc. (SEI) for the performance of the Full Rate Production of KNIGHT vehicles and related hardware.

You are directed in accordance with the clause entitled "Execution and Commencement of Work", to proceed immediately to commence performance of the work, and to pursue such work with all diligence to the end that the services may be performed within the time specified in the contract, or if no time is so specified, at the earliest practicable date. You shall, in addition, obtain such approvals in respect of commitments hereunder as may be specified in the contract.

In accordance with the clause entitled "Contract Definitization", you shall submit a proposal to the Government for the articles and services covered by this letter. Your proposal shall be supported by a cost breakdown and such other information as may be specified herein. A Certificate of Current Cost or Pricing Data shall be submitted upon agreement of contract price.

Please indicate your acceptance of the foregoing by signing this letter and returning it with all supporting documentation to this office.

SEI is directed, in accordance with FAR Clause 52.216-23, Execution and Commencement of Work, to proceed immediately to commence performance of the work and pursue such work with all diligence to the end that the services may be performed within the time specified in the contract, or if no time is so specified, at the earliest practical date. You shall, in addition, obtain such approvals in respect to commitments hereunder as may be specified in the contract. Notwithstanding the fact that there are "TBD" references within this letter contract for certain unidentified requirements, the contractor agrees that it will perform the contract within the stated ceiling price as awarded.

STANLEY T. KULCZYCKI  
Contracting Officer

ATTACHMENT

EXECUTED AS OF THE DATE SHOWN BELOW:

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BY W.E. TOOLE, MANAGER, CONTRACTS

DATE

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>  <b>PIIN/SIIN</b> W56HZV-04-C-0289 <b>MOD/AMD</b>	<b>Page</b> 2 <b>of</b> 41
<b>Name of Offeror or Contractor:</b> SYSTEMS & ELECTRONICS INC.		

SECTION A - SUPPLEMENTAL INFORMATION

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
A-1	52.204-4016 (TACOM)	TACOM-WARREN ELECTRONIC CONTRACTING	JUL/2003

(a) TACOM is now operating in an electronic contracting environment. All TACOM solicitations and awards are now distributed on the TACOM Warren Business Opportunities web page (<http://contracting.tacom.army.mil/opportunity.htm>) and are no longer available in hard copy. The TDPs and other documents, when available electronically, will be an attachment or linked to the solicitation package on the web. Please see submission guidelines at <http://contracting.tacom.army.mil/userguide.htm> and <http://contracting.tacom.army.mil/ebidnotice.htm> for more information. Any requirements included in the solicitation take precedence over guidance found on the TACOM contracting web page.

(b) You may need to use special software to view documents that we post on the home page. This viewing software is freeware, available for download at no cost from commercial web sites like Microsoft and Adobe. In cases where such software is required, we provide a link from our page to the commercial site where the software is available. Once you arrive at the software developer's site, follow their instructions to download the free viewer. You then can return to the TACOM home page.

(c) You are required to submit your offer, bid, or quote electronically. See the provision entitled "Electronic Offers (or 'Quotes' or 'Bids') Required in Response to This Solicitation (or 'Request for Quotations')" for more specific information.

(d) Any award issued as a result of this solicitation will be distributed electronically. Awards posted on the TACOM Warren Business Opportunities web page represent complete OFFICIAL copies of contract awards and will include the awarded unit price. This is the notice required by Executive Order 12600 (June 23, 1987) of our intention to release unit prices in response to any request under the Freedom of Information Act (FOIA), 5 USC 552. Unit price is defined as the contract price per unit or item purchased as it appears in Section B of the contract and is NOT referring to nor does it include Cost or Pricing data/information. If you object to such release, and you intend on submitting an offer, notify the PCO in writing prior to the closing date identified in this solicitation and include the rationale for your objection consistent with the provisions of FOIA. A release determination will be made based on rationale given.

(e) If you have questions or need help in using the Acquisition Center Home Page, call our Electronic Contracting Help Desk at (586) 574-7059, or send an email message to: [acqcenweb@tacom.army.mil](mailto:acqcenweb@tacom.army.mil)

(f) If you have questions about the content of any specific item posted on our home page, please call the buyer or point of contact listed for the item. Additional help is available to small businesses from Government-funded Electronic Commerce Regional Centers (ECRCs) to implement EDI. Information on ECRC is available at <http://www.ecrc.ctc.com>

[End of Clause]

A-2	52.204-4232 (TACOM)	PUBLIC ACTIVITY INVOLVEMENT	DEC/2002
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Subcontract opportunities under this solicitation and any resulting contracts are open to competition between Department of Defense activities and private firms. In addition, Army Industrial Facilities are available to sell manufactured articles or to perform work at such Facilities on behalf of Offerors, in certain circumstances and as permitted by law. Rock Island Arsenal, Watervliet Arsenal, Anniston Army Depot, Sierra Army Depot, and Red River Army Depot have expressed interest in securing subcontracting opportunities under this RFP. For information related to the capabilities of these facilities, and Points of Contact, see [www.gsie.army.mil](http://www.gsie.army.mil)

[End of Notice]

A-3	52.214-4003 (TACOM)	ALL OR NONE	MAR/1998
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Offers in response to this solicitation must be submitted for the total quantity of the items identified in the solicitation.

- (1) ONLY ONE AWARD WILL BE MADE AS A RESULT OF THIS SOLICITATION.
- (2) OFFERS SUBMITTED FOR LESS THAN THE TOTAL QUANTITIES OF ALL THE ITEMS IN THIS SOLICITATION WILL BE DEEMED NONRESPONSIVE.

[End of Clause]

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Name of Offeror or Contractor: SYSTEMS & ELECTRONICS INC.

A-4	52.215-4854 (TACOM)	PAPERLESS ELECTRONIC RESPONSES REQUIRED IN RESPONSE TO THIS SOLICITATION/REQUEST	JUL/2002
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TACOM WILL NOT ACCEPT PAPER OFFERS IN RESPONSE TO THIS SOLICITATION/REQUEST. YOU ARE REQUIRED TO SUBMIT YOUR OFFER, BID, OR QUOTE VIA PAPERLESS ELECTRONIC MEDIA. SEE THE PROVISION ENTITLED "ELECTRONIC OFFERS (OR 'QUOTES' OR 'BIDS') REQUIRED IN RESPONSE TO THIS SOLICITATION (OR 'REQUEST FOR QUOTATIONS')" FOR MORE SPECIFIC INFORMATION.

[End of Clause]

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b> <b>PIIN/SIIN</b> W56HZV-04-C-0289 <b>MOD/AMD</b>	<b>Page</b> 4 <b>of</b> 41
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SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

CONTRACT REF.	OBLIGATED	CEILING PRICE
<u>CLIN 0001AA</u> NSN      DESCRIPTION      QTY 2350-01-455-3174    M707 Knight Vehicles, GVLLD ANTAS-4      28      \$ 2,715,510      \$ 5,431,020		
<u>CLIN 0002AA</u> NSN      DESCRIPTION      QTY TBD      Option MEPS for BCT, FS3      31      -0-      \$ 5,702,450  MEP Spare Parts for BCT 3rd & 4th - GVLLD ANTAS-4 (Needed 7/04)		
<u>CLIN 0003AA</u> NSN      DESCRIPTION      CAGE CODE      PART#      QTY 6150-01-502-4364    W26 Cable Assy      19207      12484826      1      \$ 1,135      \$ 2,270		
<u>CLIN 0004AA</u> NSN      DESCRIPTION      CAGE CODE      PART#      QTY 6150-01-480-9789    W27 Cable Assy      19207      12484827      1      \$ 600      \$ 1,200		
<u>CLIN 0005AA</u> NSN      DESCRIPTION      CAGE CODE      PART#      QTY 6150-01-501-9058    W33 Cable Assy      19207      12484833      1      \$ 675      \$ 1,350		
<u>CLIN 0006AA</u> NSN      DESCRIPTION      CAGE CODE      PART#      QTY 6150-01-501-3121    W34 Cable Assy      19207      12484834      5      \$ 3,000      \$ 6,000		
<u>CLIN 0007AA</u> MEP Spare Parts for BCT, GVLLD ANTAS-4      1 Lot      \$ 46,550      \$ 93,100 NSN      DESCRIPTION      CAGE CODE      PART#      QTY 6150-01-501-3118    W1 Cable Assembly      19207      12484801      2 6150-01-501-3108    W2 Cable Assembly      19207      12484802      2 6150-01-501-3114    W3 Cable Assembly      19207      12484803      2 6150-01-501-3116    W4 Cable Assembly      19207      12484804      2 6150-01-501-9067    W5 Cable Assembly      19207      12484805      2 6150-01-501-3111    W6 Cable Assembly      19207      12484806      2 6150-01-502-4377    W7 Cable Assembly      19207      12484807      2 6150-01-501-3128    W8 Cable Assembly      19207      12485808      2 6150-01-501-9068    W15 Cable Assembly      19207      12484815      2 6150-01-501-3112    W23 Ext Cable Assy      19207      12484823      2 6150-01-501-9062    W24 Cable Assembly      19207      12484824      2 6150-01-501-9064    W25 Cable Assembly      19207      12484825      2 6150-01-502-4364    W26 Cable Assembly      19207      12484826      2 6150-01-480-9789    W27 Cable Assembly      19207      12484827      2 6150-01-502-4365    W28 Cable Assembly      19207      12484828      2 6150-01-502-4374    W29 Cable Assembly      19207      12484829      2 6150-01-501-3105    W30 Cable Assembly      19207      12484830      2 6150-01-502-4369    W31 Cable Assembly      19207      12484831      2 6150-01-501-9060    W32 Cable Assembly      19207      12484832      2 6150-01-501-9058    W33 Cable Assembly      19207      12484833      2 6150-01-501-3121    W34 Cable Assembly      19207      12484834      2 Total Lot      42		
<u>CLIN 0008AA</u> Delta ASL Spares      1 Lot      \$ 41,405      \$ 82,810 NSN      DESCRIPTION      PART#      QTY TBD      Mission Processing Unit (MPU)      12987360      2 TBD      Power Distribution Unit (PDU)      12470520      2 TBD      Ground Vehicle Lightweight Laser Designator (GVLLD) Card      12978961      2 Total Lot      6		
<u>CLIN 0009AA</u> Contract Data Requirements List (CDRLs) Not Separately Priced		

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TOTALS	\$ 2,808,875	\$11,320,200
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\*\*\* END OF NARRATIVE B 001 \*\*\*

Name of Offeror or Contractor: SYSTEMS & ELECTRONICS INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	NSN: 2350-01-455-3174 SECURITY CLASS: Unclassified				
0001AA	<u>PRODUCTION QUANTITY</u>  NOUN: KNIGHT VEHICLES,GVLLD ANTAS-4 PRON: 7248C31872      PRON AMD: 02      ACRN: AA AMS CD: 52899329099  <div>(End of narrative B001)</div> <u>Packaging and Marking</u>  <u>Inspection and Acceptance</u> INSPECTION: Origin      ACCEPTANCE: Origin  <u>Deliveries or Performance</u> DOC				



Name of Offeror or Contractor: SYSTEMS & ELECTRONICS INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	NSN: 6150-01-502-4364 FSCM: 19207 PART NR: 12484826 SECURITY CLASS: Unclassified				
0003AA	<p><u>PRODUCTION QUANTITY</u></p> <p>1</p> <p>EA</p> <p>\$ 1,135.00000</p> <p>\$ 1,135.00</p> <p>NOUN: CABLE ASSEMBLY, W26 - FSV PRON: X13GX266X1 PRON AMD: 01 ACRN: AB AMS CD: 31107180008</p> <p>Limitation of Liability: Ceiling Price</p> <p>\$1,135 \$2,270</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DOC SUPPL <u>REL CD</u> <u>MILSTRIP</u> <u>ADDR</u> <u>SIG CD</u> <u>MARK FOR</u> <u>TP CD</u> 001 W909533254H002 CK0PW6 J 2 <u>PROJ CD</u> <u>BRK BLK PT</u> 004 <u>DEL REL CD</u> <u>QUANTITY</u> <u>DEL DATE</u> 001 1 31-JUL-2004</p> <p>FOB POINT: Origin</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u> (CK0PW6) XR GENERAL DYNAMICS LAND SYSTEMS ANNISTON OPNS 7 FRANKFORD AVE BLDG 105 ANNISTON AL 36201-0001</p>				



Name of Offeror or Contractor: SYSTEMS & ELECTRONICS INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004	NSN: 6150-01-480-9789 FSCM: 19207 PART NR: 12478927 SECURITY CLASS: Unclassified				
0004AA	<p><u>PRODUCTION QUANTITY</u></p> <p>1</p> <p>EA</p> <p>\$ 600.00000</p> <p>\$ 600.00</p> <p>NOUN: CABLE ASSEMBLY, W27 - FSV PRON: X13GX267X1 PRON AMD: 01 ACRN: AB AMS CD: 31107180008</p> <p>Limitation of Liability: Ceiling Price</p> <p>\$ 600 \$1,200</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DOC SUPPL <u>REL CD</u> <u>MILSTRIP</u> <u>ADDR</u> <u>SIG CD</u> <u>MARK FOR</u> <u>TP CD</u> 001 W909533254H003 CK0PW6 J 2 <u>PROJ CD</u> <u>BRK BLK PT</u> 004 <u>DEL REL CD</u> <u>QUANTITY</u> <u>DEL DATE</u> 001 1 31-JUL-2004</p> <p>FOB POINT: Origin</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u> (CK0PW6) XR GENERAL DYNAMICS LAND SYSTEMS ANNISTON OPNS 7 FRANKFORD AVE BLDG 105 ANNISTON AL 36201-0001</p>				

Name of Offeror or Contractor: SYSTEMS & ELECTRONICS INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005	NSN: 6150-01-501-9058 FSCM: 19207 PART NR: 12484833 SECURITY CLASS: Unclassified				
0005AA	<p>PRODUCTION QUANTITY</p> <p>NOUN: CABLE ASSEMBLY, W33 - FSV PRON: X13GX268X1 PRON AMD: 01 ACRN: AB AMS CD: 31107180008</p> <p>(End of narrative B001)</p> <p>Packaging and Marking</p> <p>Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin</p> <p>Deliveries or Performance DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 W909533254H004 CK0PW6 J 2 PROJ CD BRK BLK PT 004 DEL REL CD QUANTITY DEL DATE 001 1 31-JUL-2004</p> <p>FOB POINT: Origin</p> <p>SHIP TO: PARCEL POST ADDRESS (CK0PW6) XR GENERAL DYNAMICS LAND SYSTEMS ANNISTON OPNS 7 FRANKFORD AVE BLDG 105 ANNISTON AL 36201-0001</p>	1	EA	\$ 675.00000	\$ 675.00
				Limitation of Liability: Ceiling Price	\$ 675 \$1,350

Name of Offeror or Contractor: SYSTEMS & ELECTRONICS INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006	NSN: 6150-01-501-3121 FSCM: 19207 PART NR: 12484834 SECURITY CLASS: Unclassified				
0006AA	<p>PRODUCTION QUANTITY</p> <p>NOUN: CABLE ASSEMBLY, W34 - FSV PRON: X13GX269X1 PRON AMD: 01 ACRN: AB AMS CD: 31107180008</p> <p>(End of narrative B001)</p> <p>Packaging and Marking</p> <p>Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin</p> <p>Deliveries or Performance DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 W909533254H005 CK0PW6 J 2 PROJ CD BRK BLK PT 004 DEL REL CD QUANTITY DEL DATE 001 5 31-JUL-2004</p> <p>FOB POINT: Origin</p> <p>SHIP TO: PARCEL POST ADDRESS (CK0PW6) XR GENERAL DYNAMICS LAND SYSTEMS ANNISTON OPNS 7 FRANKFORD AVE BLDG 105 ANNISTON AL 36201-0001</p>	5	EA	\$ ** N/A **	\$ 3,000.00
				Limitation of Liability: Ceiling Price	\$ 3,000 \$ 6,000

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007	NSN: 9999-99-999-9999 SECURITY CLASS: Unclassified				
0007AA	<u>PRODUCTION QUANTITY</u>  NOUN: FILL THE PIPELINE BUY FOR BCT PRON: X13GX353X1      PRON AMD: 01      ACRN: AB AMS CD: 31107180008  This is the funded priced called out for the following MEP Spares parts for BCT:  2 W1 Cable Assy 2 W2 Cable Assy 2 W3 Cable Assy 2 W4 Cable Assy 2 W5 Cable Assy 2 W6 Cable Assy 2 W7 Cable Assy 2 W8 Cable Assy 2 W15 Cable Assy 2 W23 Cable Assy 2 W24 Cable Assy 2 W25 Cable Assy 2 W26 Cable Assy 2 W27 Cable Assy 2 W28 Cable Assy 2 W29 Cable Assy 2 W30 Cable Assy 2 W31 Cable Assy 2 W32 Cable Assy 2 W33 Cable Assy 2 W34 Cable Assy  (End of narrative B001)  <u>Packaging and Marking</u>  <u>Inspection and Acceptance</u> INSPECTION: Origin      ACCEPTANCE: Origin  <u>Deliveries or Performance</u> DOC                                  SUPPL <u>REL CD</u> <u>MILSTRIP</u> <u>ADDR</u> <u>SIG CD</u> <u>MARK FOR</u> <u>TP CD</u> 001    W909534044H353    CK0PW6      J                                  2 <u>PROJ CD</u> <u>BRK BLK PT</u> EA1 <u>DEL REL CD</u> <u>QUANTITY</u> <u>DEL DATE</u> 001                                  1                                  31-JAN-2005  FOB POINT: Origin	1	EA	\$ ** N/A **	\$ 46,550.00
				Limitation of Liability: Ceiling Price:	\$ 46,500. \$ 93,100.

**Name of Offeror or Contractor:** SYSTEMS & ELECTRONICS INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	SHIP TO: <u>PARCEL POST ADDRESS</u> (CK0PW6)    XR GENERAL DYNAMICS LAND SYSTEMS ANNISTON OPNS 7 FRANKFORD AVE BLDG 105 ANNISTON                                AL 36201-0001				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																						
0008	NSN: 9999-99-999-9999 SECURITY CLASS: Unclassified																										
0008AA	<p>PRODUCTION QUANTITY</p> <p>NOUN: M707 KNIGHT ASL PARTS PRON: 7248C31972      PRON AMD: 02      ACRN: AA AMS CD: 52899329099</p> <p>DELTA SPARES INCLUDE:</p> <p>2 Mission Processing Unit (MPU) 2 Power Distribution Unit (PDU) 2 Ground Vehicle Lightweight Laser Designator (GVLLD) Card</p> <p>(End of narrative B001)</p> <p>Packaging and Marking</p> <p>Inspection and Acceptance INSPECTION: Origin      ACCEPTANCE: Origin</p> <p>Deliveries or Performance</p> <table><tr><td>DOC</td><td>SUPPL</td></tr><tr><td>REL CD</td><td>MILSTRIP</td></tr><tr><td>ADDR</td><td>SIG CD</td></tr><tr><td>MARK FOR</td><td>TP CD</td></tr><tr><td>001</td><td>W80KTY40428C319</td></tr><tr><td>Y00000</td><td>M</td></tr><tr><td>1</td><td></td></tr><tr><td>DEL REL CD</td><td>QUANTITY</td></tr><tr><td>DEL DATE</td><td></td></tr><tr><td>001</td><td>1</td></tr><tr><td>30-DEC-2004</td><td></td></tr></table> <p>FOB POINT: Origin</p> <p>SHIP TO: PARCEL POST ADDRESS (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.</p>	DOC	SUPPL	REL CD	MILSTRIP	ADDR	SIG CD	MARK FOR	TP CD	001	W80KTY40428C319	Y00000	M	1		DEL REL CD	QUANTITY	DEL DATE		001	1	30-DEC-2004		1	LO	\$ ** N/A **	\$ 41,405.00
DOC	SUPPL																										
REL CD	MILSTRIP																										
ADDR	SIG CD																										
MARK FOR	TP CD																										
001	W80KTY40428C319																										
Y00000	M																										
1																											
DEL REL CD	QUANTITY																										
DEL DATE																											
001	1																										
30-DEC-2004																											
				Limitation of Liability: Ceiling Price:	\$41,405. \$82,810.																						

Name of Offeror or Contractor: SYSTEMS & ELECTRONICS INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0009	<div>CONTRACT DATA REQMTS LIST</div> <div>SECURITY CLASS: Unclassified</div> <div>Technical Data as set forth in Contract Data Requirements List (DD Form 1423)</div> <div>(End of narrative B001)</div>				

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SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
C-1	52.204-4003 (TACOM)	START OF WORK MEETING	MAY/2000

The contractor shall host a start of work meeting at its facility, unless some other location is designated in the contract, within TBD days after contract award. The contractor shall at a minimum invite the Contracting Officer's Representative (COR) identified in Section G or in an appointment letter, the Contract Specialist identified on the face page of this document, and the Administrative Contracting Officer (ACO). The COR, Contract Specialist, and ACO shall be given at least 14 days advance notice of the time, date, and location of the start of work meeting. The preferred method of notification is by email.

[End of Clause]

C.1 KNIGHT Full Rate Production Statement of Objectives

C.1.1 SEI shall plan, procure, produce, test, and deliver 28 Army Naational Guard (ARNG) M707 Knight Vehicles in the GVLLD ANTAS-4 configuration and Mission Equipment Packages (MEPs) spare parts that meet the requirements of the following documents:

Knight Performance Specification 12472470, Revision C, dated February 29, 2000 with Change Order C0122252, Attachment TBD of this contract Section J applicable to CLIN 0001AA

KNIGHT (M707) Full Rate Production Plan, Revision C, dated 14 February 2003, Attachment TBD of this contract Section J applicable to all.

CLIN 0001AA - 28 Army National Guard (ARNG) M707 KNIGHT Vehicles - G/VVLD AN/TAS-4 Configuration  
(NSN 2350 01 455 3174)

- GFE/GFM Screening
- Vehicle Acceptance Test Procedure (ATP)
- Fielding New Equipment Training (NET)Spares
- Fielding NET Test Equipment
- Fielding NET Repair Costs

CLIN 0002AA - 31 MEPs for BCT, FS3 (OPTION)

CLIN 0003AA - MEP Spare Part for BCT - W26 Cable Assembly  
(NSN 6150-01-502-4364)

CLIN 0004AA - MEP Spare Part for BCT - W27 Cable Assembly  
(NSN 6150-01-480-9789)

CLIN 0005AA - MEP Spare Part for BCT - W33 Cable Assembly  
(NSN 6150-01-501-9058)

CLIN 0006AA - MEP Spare Part for BCT - W34 Cable Assembly  
(NSN 6150-01-501-3121)

CLIN 0007AA - MEP Spare Parts for BCT, GVLLD ANTAS 4

CLIN 0008AA - Delta ASL Spares

CLIN 0009AA - Contract Data Requirements List (CDRLs)

C.1.2 SEI shall procure, produce, field and support KNIGHT vehicles under CLIN 0001AA of this contract to achieve scheduled fielding dates per Attachment TBD of this contract. SEI shall provide the following Fielding New Equipment Training (NET) Spares on an as required basis. Failed items shall be repaired, if possible, or, if not repairable, the failed item shall be replaced. The cost for the following equipment is provided in the basic KNIGHT vehicle unit price as shown in CLIN 0001AA,

C.1.2.1 SEI shall pprocure, produce, field and support Fielding NTE Test Equipment consisting of "TBD".

NET SPARES = TBD

C.1.2.2 Any KNIGHT asset provided from NET Spares and/or Production to support failures occurring during Operators New Equipment



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Training (OPNET) or follow-on production test will become part of the sold off vehicle at the OPNET or test site and the returned item will be repaired or replaced and sold off in a subsequent system or returned to the NET Spares without consideration or a waiver.

C.1.3 The Government in support of the program will provide the material listed in Attachment TBD.

C.1.4 SEI shall perform incoming inspection of Government Furnished Material upon receipt. Handling procedures are defined in Attachment TBD.

C.1.5 SEI shall perform bi-monthly HMMWV maintenance checks and services on the basic KNIGHT vehicle quantity and option quantities.

C.1.6 Integrated Logistics Support (ILS) (Reference DD1423 Section J Exhibits TBD.

C.1.6.1 SEI shall execute an ILS program for the M707 KNIGHT. SEI shall update, where possible, the planning documents and materials developed under all previous Government contracts to satisfy all of the requirements of paragraph C.1.6 through C.1.6.6. The ILS program shall maximize supportability and minimize Total Ownership Cost. A joint Government and SEI ILS management Team (ILSMT) shall be established. Two ISLMT meetings will be conducted as scheduled by the Government ILS manager. SEI shall present results from their ILS program at both ILSMT meetings. SEI shall provide a copy of the minutes within 10 days to each attendee that provides an electronic address at the meeting. CDRL A001

C.1.6.2 SEI shall provide Provisioning Technical Documentation, LSA-036 Summary, per DD Form 1949-3, DI-ILSS-81285 and DD form 1423. CDRL A002

C.1.6.3 SEI shall provide Engineering Data for Provisioning (EDFP) per DI-ILSS-81289(T) and DD form 1423. CDRL A003

C.1.6.4 SEI shall provide Training Packages for both KNIGHT Operator's New Equipment Training (OPNET) and Organization Maintenance New Equipment Training OOMNET) courses as follows:

- A. DI-ILSS-81075(T), Training Course Control Documentation, CDRL A004
- B. DI-ILSS-81095, Lesson Plan, CDRL A005
- C. DI-ILSS-81100, Trainee Guide, CDRL A006

C.1.6.5 Equipment Publications

C.1.6.5.1 SEI shall provide revisions to the below listed equipment publications referencing the following Mil Standards as a guide: MIL-STD-40051 and MIL-STD-2361.

- A. Operator's Technical Manual for KNIGHT Fire Support Vehicle M707, TM 9-2350-362-10, CDRL A007
- B. Unit and Direct Support Maintainer's Technical Manual including Repair Parts an Special Tools List for KNIGHT Fire Support Vehicle M707, TM 9-2350-362-23&P, CDRL A008.

C.1.6.5.2 SEI shall also provide an Acrobat ETM file of each publication described above. Acrobat files are PDF (portable document files) format files.

C.1.6.5.3 All digital files are to be delivered on ISO 9660 CD-ROM.

C.1.6.5.4 SEI is required to validate the accuracy and usability of all publication deliverables. SEI shall have and use documented Quality Assurance (QA) processes and inspections per ANSI/ISO/ASQC Q9001. The Government has the right to review validation records and witness validation processes. SEI shall notify the Government 30 days before every validation effort. Government reviews and verification may be done through statistical sampling and a mix of desktop review and actual performance; but could include actual performance of all procedures and review of all pages, if deemed necessary by the Government. The Government does not intend to review and verify every page at every review, but relies on complete, careful editing and review by SEI. If there are any indications that SEI has performed incomplete or inadequate QA reviews, the Government may elect to perform additional reviews and return the product for rework. SEI shall provide all necessary resources for their validation and Government verification.

C.1.6.6 The Government will not accept any M707 KNIGHT Systems unless all data deliveries related to C.1.6 have been met and approved by the Government per DD Form 1423. The data deliverables of paragraph C.1.6 shall support the configurations of all M707 KNIGHTs delivered under this contract and the configurations of all M707 KNIGHTs delivered under previous Government contracts. The Government can only field M707 KNIGHTs that are totally logistically supportable.

C.3 SEI shall have Material Review Board authority as follows: In accordance with ISO 9001, the Contractor is authorized to disposition minor nonconformances through its material review board.

C.4 This contract incorporates by reference the following three SEI Single Process Initiatives (SPI) Approved by DCMA.

- 1. Standard Requirements for Soldered Electrical and Electronic Assemblies

Name of Offeror or Contractor: SYSTEMS & ELECTRONICS INC.

2. Calibration Laboratories and Measuring and Test Equipment-General Requirements
3. ISO 9001, Quality Assurance in Design, Development, Production, Installation and Servicing

C.5 All nonrecurring and recurring costs associated with the resolution of parts obsolescence shall be funded under the STS portion of contract DAAE07-03-C-M016.

C.6 The schedule for fieldings will allow all fieldings to be performed with (TBD) fielding/NET teams. The contractor's proposal is based on (TBD) fielding/NET teams.

C.7 The KNIGHT shall meet the electromagnetic interference (EMI) and nuclear weapons effects requirements only to the extent demonstrated by the KNIGHT and BFIST EMD Vehicles during PPQTC/G testing through 31 December 1998.

C.8 Brigade Combat Team

C.8.1 In support of the Brigade Combat Team (BCT) Fire Support Vehicle System (FSV), SEI shall plan, procure, produce, test, deliver the spare parts identified below. These parts will be used to support BCT 3rd and 4th Brigade.

CLIN	NSN	CAGE	PART #	NOMENCLATURE OR DESCRIPTION	QTY
0003AA	6150-01-502-4364	19207	12484826	Cable Assembly, W26	1
0004AA	6150-01-480-9789	19207	12478927	Cable Assembly, W27	1
0005AA	6150-01-501-9058	19207	12484833	Cable Assembly, W33	1
0006AA	6150-01-501-3121	19207	12484834	Cable Assembly, W34	5

C.9 DELTA ASL SPARES:

C.9.1 SEI shall plan procure, produce, test, deliver the DELTA ASL SPARES identified below:

CLIN	NSN	CAGE	PART #	NOMENCLATURE OR DESCRIPTION	QTY
0008AA	TBD	19207	12987360	Mission Processing Unit (MPU)	2
0008AA	TBD	19207	12470520	Power Distribution Unit (PDU)	2
0008AA	TBD	19207	12978961	Ground Vehicle Lightweight Laser Designator (GVLLD) Card	2

\*\*\* END OF NARRATIVE C 001 \*\*\*

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SECTION D - PACKAGING AND MARKING

Regulatory Cite	Title	Date
D-1            252.211-7003	ITEM IDENTIFICATION AND VALUATION	JAN/2004
<p>[NOTE: The following clause requires unique item identification marking, or a DoD recognized unique identification equivalent, for all items delivered under the contract for which the Government's acquisition cost (as defined under 'Definitions' below) is \$5,000 or more. Unique item identification marking is also required for items listed in paragraph (c)(1)(ii) of the clause. Unique item identification marking is required for embedded subassemblies, components, and parts if listed in paragraph (c)(1(ii)), or if listed elsewhere in the solicitation or resulting contract. In the event that the Government has not yet identified these items or embedded parts, paragraph (c)(1)(ii) will read "TBD" for "to be determined". If these items are identified by the Government before the time proposals are due, an amendment to the solicitation will be issued which identifies them. If not, award will be made on the basis of them not being identified, however the contract may be later modified to include such identification marking. This clause also requires the contractor to report the Government's acquisition cost for each item delivered under the contract. Information concerning these requirements is available at <a href="http://www.acq.osd.mil/uid">http://www.acq.osd.mil/uid</a> . ]</p> <p>(a) Definitions. As used in this clause--</p> <p>"Automatic identification device" means a device, such as a reader or interrogator, used to retrieve data encoded on machine-readable media.</p> <p>"Commonly accepted commercial marks" means any system of marking products for identification that is in use generally throughout commercial industry or within commercial industry sectors. Some examples of commonly accepted commercial marks are: EAN.UCC Global Trade Item Number; Automotive Industry Action Group B-4 Parts Identification and Tracking Application Standard, and B-2 Vehicle Identification Number Bar Code Label Standard; American Trucking Association Vehicle Maintenance Reporting Standards; Electronic Industries Alliance EIA 802 Product Marking Standard; and Telecommunications Manufacturers Common Language Equipment Identification Code.</p> <p>"Concatenated unique item identifier" means-- (1) For items that are serialized within the enterprise identifier, the linking together of the unique identifier data elements in order of the issuing agency code, enterprise identifier, and unique serial number within the enterprise identifier; or (2) For items that are serialized within the original part number, the linking together of the unique identifier data elements in order of the issuing agency code, enterprise identifier, original part number, and serial number within the part number.</p> <p>"Data qualifier" means a specified character (or string of characters) that immediately precedes a data field that defines the general category or intended use of the data that follows.</p> <p>"DoD recognized unique identification equivalent" means a unique identification method that is in commercial use and has been recognized by DoD. All DoD recognized unique identification equivalents are listed at <a href="http://www.acq.osd.mil/uid">http://www.acq.osd.mil/uid</a> .</p> <p>"DoD unique item identification" means marking an item with a unique item identifier that has machine-readable data elements to distinguish it from all other like and unlike items. In addition-- (1) For items that are serialized within the enterprise identifier, the unique identifier shall include the data elements of issuing agency code, enterprise identifier, and a unique serial number. (2) For items that are serialized within the part number within the enterprise identifier, the unique identifier shall include the data elements of issuing agency code, enterprise identifier, the original part number, and the serial number. Enterprise means the entity (i.e., a manufacturer or vendor) responsible for assigning unique item identifiers to items.</p> <p>"Enterprise identifier" means a code that is uniquely assigned to an enterprise by a registration (or controlling) authority.</p> <p>"Government's unit acquisition cost" means-- (1) For fixed-price type line, subline, or exhibit line items, the unit price identified in the contract at the time of delivery; and (2) For cost-type line, subline, or exhibit line items, the Contractor's estimated fully burdened unit cost to the Government for each item at the time of delivery.</p> <p>"Issuing agency code" means a code that designates the registration (or controlling) authority.</p> <p>"Item" means a single hardware article or unit formed by a grouping of subassemblies, components, or constituent parts required to be delivered in accordance with the terms and conditions of this contract.</p> <p>"Machine-readable" means an automatic information technology media, such as bar codes, contact memory buttons, radio frequency identification, or optical memory cards.</p> <p>"Original part number" means a combination of numbers or letters assigned by the enterprise at asset creation to a class of items with the same form, fit, function, and interface.</p> <p>"Registration (or controlling) authority" means an organization responsible for assigning a non-repeatable identifier to an enterprise (i.e., Dun &amp; Bradstreet's Data Universal Numbering System (DUNS) Number, Uniform Code Council (UCC)/EAN International (EAN) Company Prefix, or Defense Logistics Information System (DLIS) Commercial and Government Entity (CAGE) Code).</p>		

<p><b>CONTINUATION SHEET</b></p>	<p><b>Reference No. of Document Being Continued</b></p> <p><b>PIIN/SIIN</b> W56HZV-04-C-0289      <b>MOD/AMD</b></p>	<p><b>Page 20 of 41</b></p>
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"Serial number within the enterprise identifier or unique serial number" means a combination of numbers, letters, or symbols assigned by the enterprise to an item that provides for the differentiation of that item from any other like and unlike item and is never used again within the enterprise.

"Serial number within the part number or serial number" means a combination of numbers or letters assigned by the enterprise to an item that provides for the differentiation of that item from any other like item within a part number assignment.

"Serialization within the enterprise identifier" means each item produced is assigned a serial number that is unique among all the tangible items produced by the enterprise and is never used again. The enterprise is responsible for ensuring unique serialization within the enterprise identifier.

"Serialization within the part number" means each item of a particular part number is assigned a unique serial number within that part number assignment. The enterprise is responsible for ensuring unique serialization within the part number within the enterprise identifier.

"Unique item identification" means marking an item with machine-readable data elements to distinguish it from all other like and unlike items.

"Unique item identifier" means a set of data marked on items that is globally unique, unambiguous, and robust enough to ensure data information quality throughout life and to support multi-faceted business applications and users.

"Unique item identifier type" means a designator to indicate which method of uniquely identifying a part has been used. The current list of accepted unique item identifier types is maintained at [http://www.acq.osd.mil/uid\\_](http://www.acq.osd.mil/uid_).

(b) The Contractor shall deliver all items under a contract line, subline, or exhibit line item.

(c) Unique item identification.

(1) The Contractor shall provide DoD unique item identification, or a DoD recognized unique identification equivalent, for--

(i) All items for which the Government's unit acquisition cost is \$5,000 or more; and

(ii) The following items for which the Government's unit acquisition cost is less than \$5,000:

Contract Line, Subline, or Exhibit Line Item Number:      -1-

Item Description:      -2-

(iii) Subassemblies, components, and parts embedded within items as specified in      -3- \_\_\_\_.

(2) The unique item identifier and the component data elements of the unique item identifier shall not change over the life of the item.

(3) Data syntax and semantics. The Contractor shall--

(i) Mark the encoded data elements (except issuing agency code) on the item using any of the following three types of data qualifiers, as specified elsewhere in the contract:

(A) Data Identifiers (DIs) (Format 06).

(B) Application Identifiers (AIs) (Format 05), in accordance with ISO/IEC International Standard 15418, Information Technology-- EAN/UCC Application Identifiers and ASC MH 10 Data Identifiers and ASC MH 10 Data Identifiers and Maintenance.

(C) Text Element Identifiers (TEIs), in accordance with the DoD collaborative solution ``DD'' format for use until the final solution is approved by ISO JTC1/SC 31. The DoD collaborative solution is described in Appendix D of the DoD Guide to Uniquely Identifying Items, available at <http://www.acq.osd.mil/uid> ; and

(ii) Use high capacity automatic identification devices in unique identification that conform to ISO/IEC International Standard 15434, Information Technology--Syntax for High Capacity Automatic Data Capture Media.

(4) Marking items.

(i) Unless otherwise specified in the contract, data elements for unique identification (enterprise identifier, serial

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number, and, for serialization within the part number only, original part number) shall be placed on items requiring marking by paragraph (c)(1) of this clause in accordance with the version of MIL-STD-130, Identification Marking of U.S. Military Property, cited in the contract Schedule.

(ii) The issuing agency code--

(A) Shall not be placed on the item; and

(B) Shall be derived from the data qualifier for the enterprise identifier.

(d) Commonly accepted commercial marks. The Contractor shall provide commonly accepted commercial marks for items that are not required to have unique identification under paragraph (c) of this clause.

(e) Material Inspection and Receiving Report. The Contractor shall report at the time of delivery, as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the following information:

- (1) Description.\*
- (2) Unique identifier\*\*, consisting of--
  - (i) Concatenated DoD unique item identifier; or
  - (ii) DoD recognized unique identification equivalent.
- (3) Unique item identifier type.\*\*
- (4) Issuing agency code (if DoD unique item identifier is used).\*\*
- (5) Enterprise identifier (if DoD unique item identifier is used).\*\*
- (6) Original part number.\*\*
- (7) Serial number.\*\*
- (8) Quantity shipped.\*
- (9) Unit of measure.\*
- (10) Government's unit acquisition cost.\*
- (11) Ship-to code.
- (12) Shipment date.
- (13) Contractor's CAGE code or DUNS number.
- (14) Contract number.
- (15) Contract line, subline, or exhibit line item number.\*
- (16) Acceptance code.

\* Once per contract line, subline, or exhibit line item.  
 \*\* Once per item.

(f) Material Inspection and Receiving Report for embedded subassemblies, components, and parts requiring unique item identification. The Contractor shall report at the time of delivery, as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the following information:

- (1) Unique item identifier of the item delivered under a contract line, subline, or exhibit line item that contains the embedded subassembly, component, or part.
- (2) Unique item identifier of the embedded subassembly, component, or part, consisting of--
  - (i) Concatenated DoD unique item identifier; or

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(ii) DoD recognized unique identification equivalent.

(3) Unique item identifier type.\*\*

(4) Issuing agency code (if DoD unique item identifier is used).\*\*

(5) Enterprise identifier (if DoD unique item identifier is used).\*\*

(6) Original part number.\*\*

(7) Serial number.\*\*

(8) Unit of measure.

(9) Description.

\*\* Once per item.

(g) The Contractor shall submit the information required by paragraphs (e) and (f) of this clause in accordance with the procedures at <http://www.acq.osd.mil.uid>

\_\_\_\_(h) Subcontracts. If paragraph (c)(1)(iii) of this clause applies, the Contractor shall include this clause, including this paragraph (h), in all subcontracts issued under this contract.

[End of Clause]

D-2	52.247-4016	HEAT TREATMENT AND MARKING OF WOOD PACKAGING MATERIALS	JUL/2002
	(TACOM)		

ALL NON-MANUFACTURED WOOD USED IN PACKAGING SHALL BE HEAT TREATED TO A CORE TEMPERATURE OF 56 DEGREES CELSIUS FOR A MINIMUM OF 30 MINUTES. THE BOX/PALLET MANUFACTURER AND THE MANUFACTURER OF WOOD USED AS INNER PACKAGING SHALL BE AFFILIATED WITH AN INSPECTION AGENCY ACCREDITED BY THE BOARD OF REVIEW OF THE AMERICAN LUMBER STANDARD COMMITTEE. THE BOX/PALLET MANUFACTURER AND THE MANUFACTURER OF WOOD USED AS INNER PACKAGING SHALL ENSURE TRACEABILITY TO THE ORIGINAL SOURCE OF HEAT TREATMENT. EACH BOX/PALLET SHALL BE MARKED TO SHOW THE CONFORMANCE TO THE INTERNATIONAL PLANT PROTECTION CONVENTION STANDARD. BOXES/PALLETS AND ANY WOOD USED AS INNER PACKAGING MADE OF NON-MANUFACTURED WOOD SHALL BE HEAT TREATED. THE QUALITY MARK SHALL BE PLACED ON BOTH ENDS OF THE OUTER PACKAGING, BETWEEN THE END CLEATS OR END BATTENS; ON TWO SIDES OF THE PALLET.

[End of Clause]

#### PACKAGING AND MARKING

##### D.1 Preservation, Packaging and Packing

D.1.1 The contractor shall preserve, package and pack all items required to be delivered under this contract, in accordance with best commercial practice to ensure its arrival at destination without loss or damage.

##### D.2 Marking

D.2.1 The contractor shall mark items required to be delivered under this contract with the contract number, the name and address of the prime contractor and identification of the item.

\*\*\* END OF NARRATIVE D 001 \*\*\*

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SECTION E - INSPECTION AND ACCEPTANCE

	Regulatory Cite	Title	Date
E-1	52.246-2	INSPECTION OF SUPPLIES--FIXED-PRICE	AUG/1996
E-2	52.246-4	INSPECTION OF SERVICES - FIXED-PRICE	AUG/1996
E-3	52.246-16	RESPONSIBILITY FOR SUPPLIES	APR/1984
E-4	52.246-4024 (TACOM)	SUBSTITUTING COMMERCIAL TEST RESULTS FOR REQUIRED CONTRACT TESTS	APR/2000

(a) GENERAL. At your request, we may delete all or some of the Government or contractor conducted tests required by this contract or order, under the following conditions:

(1) You have (or your supplier has) previously supplied the identical item to us and we've accepted it, or:

(2) You have commercial test reports, performance data, analytical data, or vendor reports demonstrating that the item you will be furnishing us meets the contract requirements.

(b) HOW TO SUBMIT A TEST-DELETION REQUEST.

(1) BEFORE CONTRACT AWARD - Submit your request along with your offer in response to our solicitation. Make sure that your offer includes an alternate price (that reflects how your offered price would change if we approve your request to delete the specified tests). If we approve your request to delete test requirements or substitute commercial testing procedures, we will evaluate your offer at the alternate price submitted with your request. If you don't submit an alternate price with your request, we'll evaluate your offer at the price you indicated in the Schedule. No adjustments will be made to the price after contract award.

(2) AFTER CONTRACT AWARD - Send your request to the buyer identified on the face page of the contract within 45 days after contract award.

(3) ALL REQUESTS MUST -

- identify the test(s) you want deleted;
- state the basis for your request;
- include a list of configuration changes made;
- demonstrate that you meet the conditions in paragraph (a)(1) or (a)(2) of this clause; and
- include an alternate price per paragraph (b)(1) above, if you make your request prior to award; or
- include proposed amount of equitable adjustment, if you make your request after award.

(c) SUPPORTING DATA. If we agree to delete a test or tests, you must keep the data you used to support your request for four years from the day we approved your request. You must provide us with such data if we ask for a copy.

(d) CONTRACT ADJUSTMENT. If we agree to delete a test or tests after contract award, we may negotiate an equitable adjustment in the contract price. Any such negotiation will be conducted using the rules given in the CHANGES--FIXED PRICE clause, FAR 52.243-1.

[End of Clause]

E-5	52.246-4028 (TACOM)	INSPECTION POINT: ORIGIN	FEB/1994
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We will inspect the supplies as described elsewhere in this solicitation/contract before acceptance. Fill-in the location, contractor's or subcontractor's plant, where origin inspection will occur.

CONTRACTOR'S PLANT: \_\_\_\_\_  
(Name) Systems & Electronics Inc.

(Address)	(City)	(County)	(State)	(Zip)
201 Evans Lane	St. Louis	St. Louis	MO	63121
1 McDaniel St.	West Plains	Howell	MO	65775

SUBCONTRACTOR'S PLANT: N/A \_\_\_\_\_  
(Name)

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(Address)	(City)	(County)	(State)	(Zip)
[End of Clause]				

E-6	52.246-4029	ACCEPTANCE POINT: ORIGIN	OCT/2002
	(TACOM)		

We will accept these supplies at the address or addresses designated in the Section E clause entitled INSPECTION POINT.

[End of Clause]

E-7	52.246-4048	DRAWINGS FOR INSPECTION	NOV/1982
	(TACOM)		

The Contractor shall make available to the Government Inspector, at the time of production inspection, legible drawings and printed specifications to which the product was manufactured. These drawings and specifications shall be annotated as to the latest revision incorporated therein. Upon completion of product inspection and acceptance by the Government Inspector, all drawings and specifications will be returned to the Contractor.

[End of Clause]

- E.1 Testing Requirements
- E.1.1 Testing Requirements for this contract are defined in paragraph 4 of the performance specification.
- E.2 ISO 9001
- E.2.1 Systems & Electronics Inc. ISO 9001 quality system will be utilized for this contract.
- E.3 Final Inspection Record (FIR)
- E.3.1 The vehicles will be inspected and accepted to a Final Inspection Record, in the contractor's format. The Program Plan Attachment "TBD" of this contract, including the Knight Quality Plan dated 14 February 2003, defines how this effort is to be performed by the contractor."

\*\*\* END OF NARRATIVE E 001 \*\*\*



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SECTION F - DELIVERIES OR PERFORMANCE

	Regulatory Cite	Title	Date
F-1	52.242-15	STOP WORK ORDER--(ALTERNATE I dated APR 1984)	AUG/1989
F-2	52.242-17	GOVERNMENT DELAY OF WORK	APR/1984
F-3	52.247-29	F.O.B. ORIGIN	JUN/1988
F-4	52.247-55	F.O.B. POINT FOR DELIVERY OF GOVERNMENT-FURNISHED PROPERTY	JUN/2003
F-5	52.247-59	F.O.B. ORIGIN--CARLOAD AND TRUCKLOAD SHIPMENTS	APR/1984
F-6	52.211-16	VARIATION IN QUANTITY	APR/1984

(a) A variation in the quantity of any item called for by this contract will not be accepted unless the variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified in paragraph (b) below.

(b) The permissible variation shall be limited to:

    ZERO     percent increase; and  
    ZERO     percent decrease.

(c) This increase or decrease shall apply to THE TOTAL CONTRACTUAL QUANTITY.

[End of Clause]

F-7	52.247-65	F.O.B. ORIGIN--PREPAID FREIGHT--SMALL PACKAGE SHIPMENTS	JAN/1991
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(a) When authorized by the Contracting Officer, f.o.b. origin freight shipments which do not have a security classification shall move on prepaid commercial bills of lading or other shipping documents to domestic destinations, including air and water terminals. Weight of individual shipments shall be governed by carrier restrictions but shall not exceed 150 pounds by any form of commercial air or 1,000 pounds by other commercial carriers. The Government will reimburse the Contractor for reasonable freight charges.

(b) The Contractor shall annotate the commercial bill of lading as required by the clause of this contract entitled Commercial Bill of Lading Notations.

(c) The Contractor shall consolidate prepaid shipments in accordance with procedures established by the cognizant transportation office. The Contractor is authorized to combine Government prepaid shipments with the Contractor's commercial shipments for delivery to one or more consignees and the Government will reimburse its pro rata share of the total freight costs. The Contractor shall provide a copy of the commercial bill of lading promptly to each consignee. Quantities shall not be divided into mailable lots for the purpose of avoiding movement by other modes of transportation.

(d) Transportation charges will be billed as a separate item on the invoice for each shipment made. A copy of the pertinent bill of lading, shipment receipt, or freight bill shall accompany the invoice unless otherwise specified in the contract.

(e) Loss and damage claims will be processed by the Government.

[End of Clause]

F-8	52.247-4005 (TACOM)	SHIPMENT OF SUPPLIES AND DETENTION OF CARRIERS EQUIPMENT	AUG/2003
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(a) Unless otherwise directed, shipment items under this contract in following order of priority:

- (1) Government/Commercial Bill(s) of Lading or US Postal Services;
- (2) Prepaid Commercial Bill(s) of Lading with transportation charges entered as a separate item on the invoice; or
- (3) As otherwise instructed when the contract prohibits use of Government funds for transportation costs.

(b) The Contractor will request:

- (1) Government Bills of Lading and
- (2) Routing and other instructions, including Defense Transportation Regulation (DTR), DOD Regulation 4500.9-R-Part 2 Cargo Movement, as to the methods of shipment to be followed by the Contractor, or

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(c) The Contractor and subcontractor(s) must allow prompt and convenient access of carrier's equipment to loading docks or platforms where the contract items supplies will be loaded. Any charges for detention of carrier's equipment shall be for the account of the Contractor, except when the detention is required or caused by the Government.

[End of Clause]

F-9	52.247-4017 (TACOM)	DEPOT ADDRESS FOR THE APPLICABLE MODE OF SHIPMENTS: IN-THE-CLEAR ADDRESSES			JAN/2001
Rail/ Motor <u>SPLC*</u>	MILSTRIP Address <u>Code</u>	Rail <u>Ship To:</u>	Motor <u>Ship To:</u>	Parcel Post <u>Mail To:</u>	
206721/ 209405	W25G1U	Transportation Officer Defense Dist Depot Susquehanna New Cumberland, PA	Transportation Officer Defense Dist Depot Susquehanna New Cumberland, PA	Transportation Officer Defense Dist Depot Susquehanna New Cumberland, PA 17070-5001	
875670/ 875675	W62G2T	Transportation Officer XU Def Dist Depot San Joaquin 25600 S Chrisman Rd Rec Whse 10 Tracy, Ca 95376-5000	Transportation Officer XU Def Dist Depot San Joaquin 25600 S Chrisman Rd Rec Whse 10 Tracy, Ca 95376-5000	Transportation Officer Dist Depot San Joaquin P O Box 96001 Stockton, CA 95296-0130	
471995/ 471996	W31G1Z	Transportation Officer Anniston Army Depot, Bynum, AL	Transportation Officer Anniston Army Depot, Bynum, AL	Transportation Officer Anniston Army Depot, Anniston, AL 36201-5021	
209741/ 209770	W25G1R	Transportation Officer Letterkenny Army Depot, Culbertson, PA	Transportation Officer Letterkenny Army Depot, Chambersburg, PA	Transportation Officer Letterkenny Army Depot, Chambersburg, PA 17201-4150	
661136/ 661157	W45G19	Transportation Officer Red River Army Depot, Defense, TX	Transportation Officer Red River Army Depot, Texarkana, TX	Transportation Officer Red River Army Depot, Texarkana, TX 75507-5000	
764538/ 764535	W67G23	Transportation Officer Tooele Army Depot, Warner, UT	Transportation Officer Tooele Army Depot, Tooele, UT	Transportation Officer Tooele Army Depot, Tooele, UT 84074-5003	

\*\*\*SPLC indicates Standard Point Locator Code.

NOTE: The following is applicable only when so specified in an individual order or delivery increment:

This requirement is a depot replenishment buy, a portion of which is or may be required to fill Direct Support System (DSS) requisitions. Shipment shall be made, as specified, to one or more of:

New Cumberland Army Depot  
Red River Army Depot  
Sharpe Army Depot

prior to shipments to any other depots as may be designated. When more than one depot is designated for DSS shipments, priority shipments will be made equally to each of the designated destinations.

[End of Clause]

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SECTION G - CONTRACT ADMINISTRATION DATA

PRON/							JOB			
LINE	AMS CD/	OBLG					ORDER	ACCOUNTING		OBLIGATED
ITEM	MIPR	ACRN	STAT	ACCOUNTING CLASSIFICATION			NUMBER	STATION		AMOUNT
0001AA	7248C31872	AA	1	21	42035000045R5R03P52899331E9	S20113	4ZGBNG	W56HZV	\$	2,715,510.00
	52899329099									
	A14P509972NG									
0003AA	X13GX266X1	AB	1	21	32033000035R5R07P31107131E9	S20113	3GXP19	W56HZV	\$	1,135.00
	31107180008									
	A13P30082RX1									
0004AA	X13GX267X1	AB	1	21	32033000035R5R07P31107131E9	S20113	3GXP19	W56HZV	\$	600.00
	31107180008									
	A13P30082RX1									
0005AA	X13GX268X1	AB	1	21	32033000035R5R07P31107131E9	S20113	3GXP19	W56HZV	\$	675.00
	31107180008									
	A13P30082RX1									
0006AA	X13GX269X1	AB	1	21	32033000035R5R07P31107131E9	S20113	3GXP19	W56HZV	\$	3,000.00
	31107180008									
	A13P30082RX1									
0007AA	X13GX353X1	AB	1	21	32033000035R5R07P31107131E9	S20113	3GXP19	W56HZV	\$	46,550.00
	31107180008									
	A13P30082RX1									
0008AA	7248C31972	AA	1	21	42035000045R5R03P52899331E9	S20113	4ZGBNG	W56HZV	\$	41,405.00
	52899329099									
	A14P509972NG									
									TOTAL	\$ 2,808,875.00
SERVICE							ACCOUNTING		OBLIGATED	
NAME	TOTAL BY ACRN		ACCOUNTING CLASSIFICATION			STATION		AMOUNT		
Army	AA		21	42035000045R5R03P52899331E9	S20113	W56HZV		\$	2,756,915.00	
Army	AB		21	32033000035R5R07P31107131E9	S20113	W56HZV		\$	51,960.00	
TOTAL									\$	2,808,875.00

Regulatory Cite	Title		Date
G-1	52.242-4016	COMMUNICATIONS	MAY/2000
	(TACOM)		

(a) Communications on technical matters pertaining to the contract shall be direct between the contractor and the Technical Representative. Communications for the Technical Representative shall be addressed to:

Name: Pete Sturos  
e-mail: sturosp@tacon.army.mil

(b) The Administrative Contracting Officer's (ACO) name and email address are also provided if known at this time:

ACO: David Marcanik  
e-mail: dmarcanik@dcmdw.dla.mil

(c) Please see the appointment letters prepared at time of contract award for functions the Technical Representative and ACO will perform on this contract.

[End of Clause]

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b> <b>PIIN/SIIN</b> W56HZV-04-C-0289 <b>MOD/AMD</b>	<b>Page 28 of 41</b>
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G-2                    252.201-7000                    CONTRACTING OFFICER'S REPRESENTATIVE                    DEC/1991

(a) Definition. Contracting Officer's Representative means an individual designated in accordance with subsection 201.602-2 of the Defense Federal Acquisition Regulation Supplement and authorized in writing by the contracting officer to perform specific technical or administrative functions.

(b) If the Contracting Officer designates a contracting officer's representative (COR), the Contractor will receive a copy of the written designation. It will specify the extent of the COR's authority to act on behalf of the contracting officer. The COR is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or condition of the contract.

[End of Clause]

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SECTION H - SPECIAL CONTRACT REQUIREMENTS

	Regulatory Cite	Title	Date
H-1	52.232-16	PROGRESS PAYMENTS	APR/2003
H-2	252.203-7002	DISPLAY OF DOD HOTLINE POSTER	DEC/1991
H-3	252.205-7000	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS	DEC/1991
H-4	252.225-7001	BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM	APR/2003
H-5	252.225-7002	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS	APR/2003
H-6	252.225-7004	REPORTING OF CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES	APR/2003
H-7	252.225-7013	DUTY-FREE ENTRY	JAN/2004
H-8	252.231-7000	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
H-9	252.242-7004	MATERIAL MANAGEMENT AND ACCOUNTING SYSTEM	DEC/2000
H-10	252.246-7000	MATERIAL INSPECTION AND RECEIVING REPORT	MAR/2003
H-11	252.246-7001	WARRANTY OF DATA	DEC/1991
H-12	52.204-4005 (TACOM)	REQUIRED USE OF ELECTRONIC CONTRACTING	DEC/2002

(a) All contract awards, modifications and delivery orders issued by TACOM will be issued electronically. The contractor has the option to receive these actions either via the Worldwide Web (WWW) or Electronic Data Interchange (EDI). Many provisions and clauses appear "by reference," meaning only clause titles and regulation site are listed; their full texts can be found at the website <http://farsite.hill.af.mil/>

(b) In order to be eligible to receive an award under this solicitation, the successful offeror must be registered with the Department of Defense (DOD) Central Contractor Registration (CCR). The CCR registration process may be done electronically at the World Wide Web (WWW) site: <http://www.ccr.gov/>. (In order to be registered to use EDI, you must use the long form for registration. Certification information, including information on the EDI 838 TPP, must be furnished to the Contracting Officer within 60 calendar days after contract award to complete networking requirements within the Government.)

(c) Worldwide Web Distribution. The contractor will receive an electronic Notice of the Award, Modification, or Delivery Order via e-mail. If you choose the WWW option, you must download the file from the appropriate TACOM webpage:

Warren: [http://contracting.tacom.army.mil/awards\\_official.htm](http://contracting.tacom.army.mil/awards_official.htm)  
Rock Island: <http://aais.ria.army.mil/AAIS/AWDINFO/index.htm>  
Picatinny: <http://procnnet.pica.army.mil/Contracts/Index.htm>  
Red River Army Depot: <http://www.redriver.army.mil/contracting/Awards>  
Anniston Army Depot: <http://www.anadprocnnet.army.mil>

(d) Electronic Data Interchange. If you choose to receive contract awards, modifications and delivery orders through EDI, they will be delivered electronically via the Federal Acquisition Network (FACNET). Federal Standard Version 3050 of Standard X12 from the American National Standards Institute (ANSI) will be used as the format for these electronic transactions.

(1) You must complete the EDI 838 Trading Partner Profile, and must agree (i) to subcontract with a DoD certified VAN or Value Added Service (VAS) provider, or (ii) to become DoD certified as a Value Added Network (VAN). The EDI 838 Training Partner Profile is contained in the basic CCR registration form and includes portions of the registration form which are titled "Optional".

(2) You must select a VAN from the official DoD approved list. DoD Certified VANs are listed at <http://www.acq.osd.mil/ec/ecip/index.htm>. If your VAN is later removed from the official list, or if you voluntarily drop your initially selected VAN, then you must switch to a VAN that remains on the official DoD approved list. You must maintain an active account on a DoD approved VAN for the entire duration of the contract, beginning no later than the 60th day after award.

(e) Unless otherwise specified elsewhere in the contract, all data items you are required to provide under this contract must be submitted electronically. Acceptable formats include:

(1) Microsoft\* 97 Office Products (TACOM can currently read OFFICE 97\* and lower.): Word, Excel, Powerpoint, or Access

(2) 100 OR 250 MEGABYTE ZIP\*-DISK, 3 1/2 INCH DISK, OR 650 MEGABYTE CD ROM

(3) E-MAIL (Maximum size of each e-mail message is be three and one-half (3.5) megabytes).

(4) Other electronic formats. Before submitting your data in any other electronic format, please e-mail the buyer identified on the face of the contract, with e-mail copy-furnished to [amsta-idq@tacom.army.mil](mailto:amsta-idq@tacom.army.mil), to obtain a decision as to the format's acceptability. This e-mail must be received by the buyer not later than ten calendar days before the required data submission date.

NOTE: The above formats may be submitted in compressed form using self-extracting files.

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(f) Additional information can be obtained by sending a message to: acqcenweb@tacom.army.mil or by calling (586) 574-7059.  
[End of Clause]

H-13            52.246-4026            LOCAL ADDRESSES FOR DD FORM 250            FEB/2004  
(TACOM)

(a) The contractor must provide a copy of each Material Inspection and Receiving Report (DD 250) pertaining to this contract, to the addresses given below, using either of the following methods:

(1) Our first preference is for you to use electronic mail (e-mail), using the following e-mail address: DD250@tacom.army.mil

(2) Our second preference is for you to use data facsimile (datafax) transmission, using this fax number: (586) 574-7552 and use "DD250 mailbox" in the "to:" block of your fax cover or header sheet.

In either method, do not mix DD250s from more than one contract in a single transmmision. That is, you may submit multiple DD250s in a single transmission, but they must all be against the same contract.

(b) These copies meet the requirements for the Purchasing Office copy and the Army Inventory Control Manager copy listed in tables 1 and 2 of DFARS Appendix F.

(c) The DD250 form may be found, in three different formats, on the World Wide Web at <http://web1.whs.osd.mil/icdhome/DD-0999.htm>

(d) When the final DD 250 has been submitted, the contractor shall send a letter, with a copy of the DD250, indicating that the last DD 250 has been submitted and transmit it to the Government using one of the following methods:

(1) Our first preference is for you to send the letter to the DD250 mailbox at [DD250@tacom.army.mil](mailto:DD250@tacom.army.mil) AND the Contract Specialist's email (located on the first page of your contract in block 5).

(2) Our second preference is for you to use data facsimile (datafax) transmission, using this fax number: (586) 874-7552 and use DD250 mailbox and Contract Specialists name in the to: block of your fax cover or header sheet.

[End of Clause]

#### H.1 SUBCONTRACTING PLAN

H.1.1 The Contractor's subcontracting plan No. TBD submitted with qualifying proposal dated TBD is in possession of the parties hereto, and is incorporated by reference.

#### H.2 GOVERNMENT FURNISHED PROPERTY, FACILITIES AND EQUIPMENT

\*H.2.1 The Government shall furnish the GFM/GFE identified in Attachment TBD Section J of this contract. The First lot of GFM shall be provided 120 days prior to first delivery. Deliveries of GFM shall be completed in three month requirements. GFM, excluding the LRAS3, in sufficient quantities for three months of production, shall be provided 120 days prior to contract system delivery requirements. The first lot of GFM LRAS3 shall be provided not later than 60 days prior to the contract system delivery requirements, with subsequent deliveries to be not later than 90 days prior to contract system delivery requirements.

\*H.2.2 The Contractor is authorized under this contract DAAE07-03-C-M016 to use on a rent-free noninterface basis the Government property, including but not limited to Government furnished equipment, special tooling, and special test equipment accountable under KNIGHT EMD Contract DAAE07-97-C-X111, KNIGHT LRIP Contract DAAE07-99-C-M011, and Full Rate Production contract DAAE07-01-C-M003.

#### H.3 CORRECTION OF DEFICIENCIES

H.3.1 Vehicles are warranted to be failure-free for non-GFM through OPNET and to the test site for follow-on production test. The Contractor agrees to correct all failures without any increase to the contract price.

\*\*H.5 Engineering Change Proposals:

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(a) The contracting officer may ask SEI to prepare engineering change proposals for engineering changes. Upon receipt of a written request from the Contracting Officer, SEI shall prepare and submit an engineering change proposal, in SEI's format, in accordance with the Knight (M707) Full Rate Production Program Plan (Attachment 3 to this contract) and using SEI's ISO 9001 Product Configuration Control procedures as a guide.

(b) SEI may initiate engineering change proposals, in SEI's format, in accordance with the Knight (M707) Full Rate Production Program Plan (Attachment 3 to this contract) and using SEI's ISO 9001 Product Configuration Control procedures as a guide.

(c) In accordance with DFARS 243.204-71, SEI will provide detailed information for evaluation of the technical, cost and schedule effects of the engineering change proposal.

(d) When the price of the engineering change exceeds the cost or pricing data threshold as defined in FAR 15,403-4, SEI shall submit-

- (1) A contract pricing proposal using the format in Table 15-2, Section 15.408, of the Federal Acquisition Regulation; and
- (2) At the time of agreement on price, or on another date agreed upon between the parties, a signed Certificate of Current Cost or Pricing Data.

\*\*\* END OF NARRATIVE H 001 \*\*\*

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SECTION I - CONTRACT CLAUSES

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address: <http://farsite.hill.af.mil/>

[End of Clause]

	Regulatory Cite	Title	Date
I-1	52.202-1	DEFINITIONS	DEC/2001
I-2	52.203-3	GRATUITIES	APR/1984
I-3	52.203-5	COVENANT AGAINST CONTINGENT FEES	APR/1984
I-4	52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	JUL/1995
I-5	52.203-7	ANTI-KICKBACK PROCEDURES	JUL/1995
I-6	52.203-8	CANCELLATION, RESCISSION AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-7	52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-8	52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	JUN/2003
I-9	52.204-2	SECURITY REQUIREMENTS	AUG/1996
I-10	52.204-4	PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER	AUG/2000
I-11	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	JUL/1995
I-12	52.211-5	MATERIAL REQUIREMENTS	AUG/2000
I-13	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	SEP/1990
I-14	52.215-2	AUDIT AND RECORDS - NEGOTIATIONS	JUN/1999
I-15	52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT/1997
I-16	52.215-10	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA	OCT/1997
I-17	52.215-12	SUBCONTRACTOR COST OR PRICING DATA	OCT/1997
I-18	52.215-14	INTEGRITY OF UNIT PRICES	OCT/1997
I-19	52.215-14	INTEGRITY OF UNIT PRICES (ALTERNATE I, (OCT 1997))	OCT/1997
I-20	52.215-15	PENSION ADJUSTMENTS AND ASSET REVERSIONS	DEC/1998
I-21	52.215-18	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS	OCT/1997
I-22	52.215-19	NOTIFICATION OF OWNERSHIP CHANGES	OCT/1997
I-23	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	OCT/2000
I-24	52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN	JAN/2002
I-25	52.219-16	LIQUIDATED DAMAGES - SUBCONTRACTING PLAN	JAN/1999
I-26	52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB/1997
I-27	52.222-4	CONTRACT WORK HOURS AND SAFETY STANDARDS ACT--OVERTIME COMPENSATION	SEP/2000
I-28	52.222-19	CHILD LABOR--COOPERATION WITH AUTHORITIES AND REMEDIES	SEP/2002
I-29	52.222-20	WALSH-HEALEY PUBLIC CONTRACTS ACT	DEC/1996
I-30	52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB/1999
I-31	52.222-26	EQUAL OPPORTUNITY	APR/2002
I-32	52.222-35	AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA	DEC/2001
I-33	52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN/1998
I-34	52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	DEC/2001
I-35	52.223-6	DRUG FREE WORKPLACE	MAY/2001
I-36	52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUN/2003
I-37	52.226-1	UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES	JUN/2000
I-38	52.227-1	AUTHORIZATION AND CONSENT	JUL/1995
I-39	52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	AUG/1996
I-40	52.229-4	FEDERAL, STATE, AND LOCAL TAXES (NONCOMPETITIVE CONTRACT)	APR/2003
I-41	52.230-2	COST ACCOUNTING STANDARDS	APR/1998
I-42	52.230-6	ADMINISTRATION OF COST ACCOUNTING STANDARDS	NOV/1999
I-43	52.232-1	PAYMENTS	APR/1984
I-44	52.232-8	DISCOUNTS FOR PROMPT PAYMENT	FEB/2002
I-45	52.232-9	LIMITATION ON WITHHOLDING OF PAYMENTS	APR/1984
I-46	52.232-11	EXTRAS	APR/1984
I-47	52.232-17	INTEREST	JUN/1996
I-48	52.232-23	ASSIGNMENT OF CLAIMS	JAN/1986
I-49	52.232-25	PROMPT PAYMENT	FEB/2002



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I-50	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER--CENTRAL CONTRACTOR REGISTRATION	OCT/2003
I-51	52.233-1	DISPUTES	JUL/2002
I-52	52.233-3	PROTEST AFTER AWARD	AUG/1996
I-53	52.233-3	PROTEST AFTER AWARD -- (ALTERNATE I, dated JUN 1985)	AUG/1996
I-54	52.242-4	CERTIFICATION OF INDIRECT COSTS	JAN/1997
I-55	52.242-10	F.O.B. ORIGIN--GOVERNMENT BILLS OF LADING OR PREPAID POSTAGE	APR/1984
I-56	52.242-12	REPORT OF SHIPMENT (REPSHIP)	JUN/2003
I-57	52.242-13	BANKRUPTCY	JUL/1995
I-58	52.243-1	CHANGES--FIXED-PRICE	AUG/1987
I-59	52.243-7	NOTIFICATION OF CHANGES	APR/1984
I-60	52.244-2	SUBCONTRACTS (ALT I--AUG 1998)	AUG/1998
I-61	52.244-5	COMPETITION IN SUBCONTRACTING	DEC/1996
I-62	52.245-2	GOVERNMENT PROPERTY (FIXED-PRICE CONTRACTS) (Alternate I dated April 1984)	JUN/2003
I-63	52.246-23	LIMITATION OF LIABILITY	FEB/1997
I-64	52.246-24	LIMITATION OF LIABILITY--HIGH-VALUE ITEMS	FEB/1997
I-65	52.247-1	COMMERCIAL BILL OF LADING NOTATIONS the notation set forth in paragraph (a) of the clause applies in this contract.` The agency name in line one of the notation shall read:US ARMY TANK-AUTOMOTIVE & ARMAMENTS COMMAND	APR/1984
I-66	52.248-1	VALUE ENGINEERING	FEB/2000
I-67	52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	SEP/1996
I-68	52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR/1984
I-69	52.253-1	COMPUTER GENERATED FORMS	JAN/1991
I-70	252.203-7001	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE CONTRACT-RELATED FELONIES	MAR/1999
I-71	252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
I-72	252.204-7005	ORAL ATTESTATION OF SECURITY RESPONSIBILITIES	NOV/2001
I-73	252.209-7000	ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY	NOV/1995
I-74	252.209-7004	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY per DoD interim rule, Federal Register 27 Mar 98	MAR/1998
I-75	252.211-7005	SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS	FEB/2003
I-76	252.215-7000	PRICING ADJUSTMENTS	DEC/1991
I-77	252.215-7002	COST ESTIMATING SYSTEM REQUIREMENTS	OCT/1998
I-78	252.219-7003	SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS)	APR/1996
I-79	252.223-7004	DRUG-FREE WORK FORCE	SEP/1988
I-80	252.225-7004	REPORTING OF CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES	APR/2003
I-81	252.225-7012	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	FEB/2003
I-82	252.225-7014	PREFERENCE FOR DOMESTIC SPECIALTY METALS (ALT 1)	APR/2003
I-83	252.225-7016	RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS	APR/2003
I-84	252.225-7025	RESTRICTION ON ACQUISITION OF FORGINGS	APR/2003
I-85	252.225-7031	SECONDARY ARAB BOYCOTT OF ISRAEL	APR/2003
I-86	252.226-7001	UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES	SEP/2001
I-87	252.227-7013	RIGHTS IN TECHNICAL DATA --NONCOMMERCIAL ITEMS	NOV/1995
I-88	252.227-7016	RIGHTS IN BID OR PROPOSAL INFORMATION	JUN/1995
I-89	252.227-7017	IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS	JUN/1995
I-90	252.227-7025	LIMITATIONS ON THE USE OR DISCLOSURE OF GOVERNMENT-FURNISHED INFORMATION MARKED WITH RESTRICTIVE LEGENDS	JUN/1995
I-91	252.227-7030	TECHNICAL DATA--WITHHOLDING OF PAYMENT	MAR/2000
I-92	252.242-7000	POSTAWARD CONFERENCE	DEC/1991
I-93	252.242-7003	APPLICATION FOR U.S. GOVERNMENT SHIPPING DOCUMENTATION/INSTRUCTIONS	DEC/1991
I-94	252.243-7001	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
I-95	252.243-7002	REQUESTS FOR EQUITABLE ADJUSTMENT	MAR/1998
I-96	252.244-7000	SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (DoD CONTRACTS)	MAR/2000
I-97	252.245-7001	REPORTS OF GOVERNMENT PROPERTY	MAY/1994

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	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-98	52.215-21	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA--MODIFICATIONS ```(ALTERNATE III (OCT 1997))	OCT/1997

(a) Exceptions from cost or pricing data.

(1) In lieu of submitting cost or pricing data for modifications under this contract, for price adjustments expected to exceed the threshold set forth at FAR 15.403-4 on the date of the agreement on price or the date of the award, whichever is later, the Contractor may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable--

(i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) Information on modifications of contracts of subcontracts for commercial items.

(A) If--

- (1) the original contract or subcontract was granted an exception from cost or pricing data requirements because the price agreed upon was based on adequate price competition, or prices set by law or regulation, or was a contract or subcontract for the acquisition of a commercial item, and
- (2) the modification (to the contract or subcontract) is not exempted based on one of these exceptions, then the Contractor may provide information to establish that the modification would not change the contract or subcontract from a contract or subcontract for the acquisition of a commercial item to a contract or subcontract for the acquisition of an item other than a commercial item.

(B) For a commercial item exception, the Contractor shall provide, at a minimum, information on prices at which the same item or similar items have previously been sold that is adequate for evaluating the reasonableness of the price of the modification. Such information may include--

- (1) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price or recent sales in quantities similar to the proposed quantities.
- (2) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market.
- (3) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.
- (4) The Contractor grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this clause, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the Contractor's determination of the prices to be offered in the catalog or marketplace.

(b) Requirements for cost or pricing data. If the Contractor is not granted an exception from the requirement to submit cost or pricing data, the following applies:

- (1) The Contractor shall submit cost or pricing data and supporting attachments in accordance with Table 15-2 of FAR 15.408.
- (2) As soon as practicable after agreement on price, but before contract award (except for unpriced actions), the Contractor

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shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

(c) Submit the cost portion of the proposal via the following electronic media: Electronic spreadsheet files compatible with MS-DOS/Windows versions Excel 5.0 or earlier, with \*.xls, \*.wbl, or \*.wk3 the preferred formats.

[End of Clause]

I-99                      52.216-23                      EXECUTION AND COMMENCEMENT OF WORK                      APR/1984

The Contractor shall indicate acceptance of this letter contract by signing three copies of the contract and returning them to the Contracting Officer not later than -1-. Upon acceptance by both parties, the Contractor shall proceed with performance of the work, including purchase of necessary materials.

[End of Clause]

I-100                      52.216-24                      LIMITATION OF GOVERNMENT LIABILITY                      APR/1984

- (a) In performing this contract, the Contractor is not authorized to make expenditures or incur obligations exceeding \$11,320,200 dollars
- (b) The maximum amount for which the Government shall be liable if this contract is terminated is \$2,808,875.00 dollars.  
(End of clause)

I-101                      252.217-7027                      CONTRACT DEFINITIZATION                      OCT/1998

(a) A -1- is contemplated. The Contractor agrees to begin promptly negotiating with the Contracting Officer the terms of a definitive contract that will include (1) all clauses required by the Federal Acquisition Regulation (FAR) on the date of execution of the undefinitized contract action, (2) all clauses required by law on the date of execution of the definitive contract action, and (3) any other mutually agreeable clauses, terms, and conditions. The Contractor agrees to submit a -2- proposal and cost or pricing data supporting its proposal.

(b) The schedule for definitizing this contract action is as follows:

Target Date for Definitization:	30 April 2004
Submission of Proposal:	31 March 2004
Beginning of Negotiations:	12 April 2004
Submission of Make-or-Buy:	N/A
Submission of Subcontracting Plan:	12 April 2004
Submission of Cost and Pricing Data:	26 April 2004

(c) If agreement on a definitive contract action to supersede this undefinitized contract action is not reached by the target date in paragraph (b) of this clause, or within any extension of it granted by the Contracting Officer, the Contracting Officer may, with the approval of the head of the contracting activity, determine a reasonable price or fee in accordance with Subpart 15.4 and Part 31 of the FAR, subject to Contractor appeal as provided in the Disputes clause. In any event, the Contractor shall proceed with completion of the contract, subject only to the Limitation of Government Liability clause.

- (1) After the Contracting Officer's determination of price or fee, the contract shall be governed by-
  - (i) All clauses required by the FAR on the date of execution of this undefinitized contract action for either fixed-price or cost-reimbursement contracts, as determined by the Contracting Officer under this paragraph (c);
  - (ii) All clauses required by law as of the date of the Contracting Officer's determination; and
  - (iii) Any other clauses, terms, and conditions mutually agreed upon.

(2) To the extent consistent with paragraph (c)(1) of this clause, all clauses, terms, and conditions included in this undefinitized contract action shall continue in effect, except those that by their nature apply only to an undefinitized contract

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action.

(d) The definitive contract resulting from this undefinitized contract action will include a negotiated -9- in no event to exceed -10- .

[End of Clause]

I-102                    52.223-3                    HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA                    JAN/1997

(a)                    Hazardous material                    , as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract).                    (b)                    The offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this contract.

Material (If none, insert None)	Identification No.
_____	_____
_____	_____
_____	_____

(c) This list must be updated during performance of the contract whenever the Contractor determines that any other material to be delivered under this contract is hazardous.

(d) The apparently successful offeror agrees to submit, for each item as required prior to award, a Material Safety Data Sheet, meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous material identified in paragraph (b) of this clause. Data shall be submitted in accordance with Federal Standard No. 313, whether or not the apparently successful offeror is the actual manufacturer of these items. Failure to submit the Material Safety Data Sheet prior to award may result in the apparently successful offeror being considered nonresponsible and ineligible for award.

(e) If, after award, there is a change in the composition of the item(s) or a revision to Federal Standard No. 313, which renders incomplete or inaccurate the data submitted under paragraph (d) of this clause, the Contractor shall promptly notify the Contracting Officer and resubmit the data.

(f) Neither the requirements of this clause nor any act or failure to act by the Government shall relieve the Contractor of any responsibility or liability for the safety of Government, Contractor, or subcontractor personnel or property.

(g) Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material.

(h) The Governments rights in data furnished under this contract with respect to hazardous material are as follows;

(1) To use, duplicate and disclose any data to which this clause is applicable. The purposes of this right are to--

(i) Apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials;

(ii) Obtain medical treatment for those affected by the material; and

(iii) Have others use, duplicate, and disclose the data for the Government for these purposes.

(2) To use, duplicate, and disclose data furnished under this clause, in accordance with subparagraph (h)(1) of this clause, in precedence over any other clause of this contract providing for rights in data.

(3) The Government is not precluded from using similar or identical data acquired from other sources.

(End of clause)

I-103                    52.223-11                    OZONE-DEPLETING SUBSTANCES                    MAY/2001

(a) Definition. Ozone-depleting substance, as used in this clause, means any substance the Environmental Protection Agency designates in 40 CFR part 82 as--

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(1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or

(2) Class II, including but not limited to, hydrochlorofluorocarbons.

(b) The Contractor shall label products which contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j(b), (c), and (d) and 40 CFR Part 82, Subpart E, as follows:

WARNING: Contains (or manufactured with, if applicable) \_\_\_\_\_ \* \_\_\_\_\_, a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere.

\*The Contractor shall insert the name of the substance(s).

[End of Clause]

I-104      52.244-6      SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS      APR/2003

(a) Definitions. As used in this clause--

(1) "Commercial item," as used in this clause, has the meaning contained in the clause at 52.202-1, Definitions.

(2) "Subcontract," as used in this clause, includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c)

(1) The contractor shall insert the following clauses in subcontracts for commercial items:

(i) 52.219-8, Utilization of Small Business Concerns (OCT 2000)(15U.S.C. 637(d)(2) and (3)), in all subcontracts that offer subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (APR 2002)(E.O. 11246);

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212(a));

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998)(29 U.S.C. 793);

(v) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631) (flow down required in accordance with paragraph (d) of FAR clause 52.247-64).

(2) While not required, the Contractor may flow down to subcontracts for commercial items a minimum number of additional clauses necessary to satisfy its contractual obligations.

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

[End of Clause]

I-105      52.252-6      AUTHORIZED DEVIATIONS IN CLAUSES      APR/1984

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of (DEVIATION) after the date of the clause.

(b) The use in this solicitation or contract of any DoD FAR Supplement (DFARS) (48 CFR 2) clause with an authorized deviation is indicated by the addition of (DEVIATION) after the name of the regulation.

[End of Clause]

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I-106                      252.204-7004                      REQUIRED CENTRAL CONTRACTOR REGISTRATION                      NOV/2001

(a) Definitions. As used in this clause--

(1) Central Contractor Registration (CCR) database means the primary DoD repository for contractor information required for the conduct of business with DoD.

(2) Data Universal Numbering System (DUNS) number means the 9-digit number assigned by Dun and Bradstreet Information Services to identify unique business entities.

(3) Data Universal Numbering System +4 (DUNS+4) number means the DUNS number assigned by Dun and Bradstreet plus a 4-digit suffix that may be assigned by a parent (controlling) business concern. This 4-digit suffix may be assigned at the discretion of the parent business concern for such purposes as identifying subunits or affiliates of the parent business concern.

(4) Registered in the CCR database means that all mandatory information, including the DUNS number or the DUNS+4 number, if applicable, and the corresponding Commercial and Government Entity (CAGE) code, is in the CCR database; the DUNS number and the CAGE code have been validated; and all edits have been successfully completed.

(b)

(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee must be registered in the CCR database prior to award, during performance, and through final payment of any contract resulting from this solicitation, except for awards to foreign vendors for work to be performed outside the United States.

(2) The offeror shall provide its DUNS or, if applicable, its DUNS+4 number with its offer, which will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(3) Lack of registration in the CCR database will make an offeror ineligible for award.

(4) DoD has established a goal of registering an applicant in the CCR database within 48 hours after receipt of a complete and accurate application via the Internet. However, registration of an applicant submitting an application through a method other than the Internet may take up to 30 days. Therefore, offerors that are not registered should consider applying for registration immediately upon receipt of this solicitation.

(c) The Contractor is responsible for the accuracy and completeness of the data within the CCR, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to confirm on an annual basis that its information in the CCR database is accurate and complete.

(d) Offerors and contractors may obtain information on registration and annual confirmation requirements by calling 1-888-227-2423, or via the Internet at <http://www.ccr.gov>.

[End of Clause]

I-107                      252.225-7015                      PREFERENCE FOR DOMESTIC HAND OR MEASURING TOOLS                      DEC/1991  
The Contractor agrees to deliver under this contract only hand or measuring tools produced in the United States or its possessions.  
(End of clause)

I-108                      252.247-7023                      TRANSPORTATION OF SUPPLIES BY SEA                      MAY/2002

(a) Definitions. As used in this clause--

(1) Components means articles, materials, and supplies incorporated directly into end products at any level of manufacture, fabrication, or assembly by the Contractor or any subcontractor.

(2) Department of Defense (DoD) means the Army, Navy, Air Force, Marine Corps, and defense agencies.

(3) Foreign flag vessel means any vessel that is not a U.S.-flag vessel.

(4) Ocean transportation means any transportation aboard a ship, vessel, boat, barge, or ferry through international waters.

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(5) Subcontractor means a supplier, materialman, distributor, or vendor at any level below the prime contractor whose contractual obligation to perform results from, or is conditioned upon, award of the prime contract and who is performing any part of the work or other requirement of the prime contract. However, effective May 1, 1996, the term does not include a supplier, materialman, distributor, or vendor of commercial items or commercial components.

(6) Supplies means all property, except land and interests in land, that is clearly identifiable for eventual use by or owned by the DoD at the time of transportation by sea.

(i) An item is clearly identifiable for eventual use by the DoD if, for example, the contract documentation contains a reference to a DoD contract number or a military destination.

(ii) Supplies includes (but is not limited to) public works; buildings and facilities; ships; floating equipment and vessels of every character, type, and description, with parts, subassemblies, accessories, and equipment; machine tools; material; equipment; stores of all kinds; end items; construction materials; and components of the foregoing.

(7) U.S.-flag vessel means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.

(b)

(1) The Contractor shall use U.S.-flag vessels when transporting any supplies by sea under this contract.

(2) A subcontractor transporting supplies by sea under this contract shall use U.S.-flag vessels if-

(i) This contract is a construction contract; or

(ii) The supplies being transported are-

(A) Noncommercial items; or

(B) Commercial items that-

(1) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it subcontracts for f.o.b. destination shipment);

(2) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or

(3) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.

(c) The Contractor and its subcontractors may request that the Contracting Officer authorize shipment in foreign-flag vessels, or designate available U.S.-flag vessels, if the Contractor or a subcontractor believes that--

(1) U.S.-flag vessels are not available for timely shipment;

(2) The freight charges are inordinately excessive or unreasonable; or

(3) Freight charges are higher than charges to private persons for transportation of like goods.

(d) The Contractor must submit any request for use of other than U.S.-flag vessels in writing to the Contracting Officer at least 45 days prior to the sailing date necessary to meet its delivery schedules. The Contracting Officer will process requests submitted after such date(s) as expeditiously as possible, but the Contracting Officer's failure to grant approvals to meet the shipper's sailing date will not of itself constitute a compensable delay under this or any other clause of this contract. Requests shall contain at a minimum--

(1) Type, weight, and cube of cargo;

(2) Required shipping date;

(3) Special handling and discharge requirements;

(4) Loading and discharge points;

(5) Name of shipper and consignee;

(6) Prime contract number; and

(7) A documented description of efforts made to secure U.S.-flag vessels, including points of contact (with names and telephone numbers) with at least two U.S.-flag carriers contacted. Copies of telephone notes, telegraphic and facsimile message or letters will be sufficient for this purpose.

(e) The Contractor shall, within 30 days after each shipment covered by this clause, provide the Contracting Officer and the Division of National Cargo, Office of Market Development, Maritime Administration, U.S. Department of Transportation, Washington, DC 20590, one copy of the rated on board vessel operating carrier's ocean bill of lading, which shall contain the following information--

(1) Prime contract number;

(2) Name of vessel;

(3) Vessel flag of registry;

(4) Date of loading;

(5) Port of loading;

(6) Port of final discharge;

(7) Description of commodity;

(8) Gross weight in pounds and cubic feet if available;

(9) Total ocean freight in U.S. dollars; and

(10) Name of the steamship company.

(f) The Contractor shall provide with its final invoice under this contract a representation that to the best of its knowledge and belief--

(1) No ocean transportation was used in the performance of this contract;

(2) Ocean transportation was used and only U.S.-flag vessels were used for all ocean shipments under the contract;

(3) Ocean transportation was used, and the Contractor had the written consent of the Contracting Officer for all non-U.S.-flag ocean transportation; or

(4) Ocean transportation was used and some or all of the shipments were made on non-U.S.-flag vessels without the written consent of the Contracting Officer. The Contractor shall describe these shipments in the following format:

ITEM	CONTRACT		
DESCRIPTION	LINE ITEMS	QUANTITY	TOTAL

(g) If the final invoice does not include the required representation, the Government will reject and return it to the Contractor as an improper invoice for the purposes of the Prompt Payment clause of this contract. In the event there has been unauthorized use of non-U.S.-flag vessels in the performance of this contract, the Contracting Officer is entitled to equitably adjust the contract, based on the unauthorized use.

(h) In the award of subcontracts for the types of supplies described in paragraph (b)(2) of this clause, the Contractor shall flow down the requirements of this clause as follows:

(1) The Contractor shall insert the substance of this clause, including this paragraph (h) in all subcontracts that exceed the simplified acquisition threshold in Part 2 of the Federal Acquisition Regulation.

(2) The Contractor shall insert the substance of paragraphs (a) through (e) of this clause, and this paragraph (h), in subcontracts that are at or below the simplified acquisition threshold in Part 2 of the Federal Acquisition Regulation.



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I-109                      252.247-7024                      NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA                      MAR/2000

(a) The Contractor has indicated by the response to the solicitation provision, Representation of Extent of Transportation by Sea, that it did not anticipate transporting by sea any supplies. If however, after the award of this contract, the Contractor learns that supplies, as defined in the Transportation of Supplies by Sea clause of this contract, will be transported by sea, the Contractor--

(1) Shall notify the Contracting Officer of that fact; and

(2) Hereby agrees to comply with all the terms and conditions of the Transportation of Supplies by Sea clause of this contract.

(b) The Contractor shall include this clause, including this paragraph (b), revised as necessary to reflect the relationship of the contracting parties

(1) In all subcontracts hereunder, if this contract is a construction contract; or

(2) If this contract is not a construction contract, in all subcontracts under this contract that are for--

(i) Noncommercial items; or

(ii) Commercial items that--

(A) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it subcontracts for f.o.b. destination shipment);

(B) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or

(C) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.

[End of Clause]

I-110                      52.204-4009                      MANDATORY USE OF CONTRACTOR TO GOVERNMENT ELECTRONIC COMMUNICATION                      JUN/1999  
(TACOM)

(a) All references in the contract to the submission of written documentation shall mean electronic submission. All electronic submissions shall be in the formats and media described in the "Electronic Quotations/Offers/Bids Required in Response to this Request for Quotations/Proposals/Bids" clause elsewhere in this document. (See Section K for commercial acquisitions, Section L for RFPs, and Section I for RFQs.)

(b) This shall include all written unclassified communications between the Government and the Contractor except contract awards and contract modifications which shall be posted on the internet. Return receipt shall be used if a commercial application is available. Classified information shall be handled in full accordance with the appropriate security requirements.

(c) In order to be contractually binding, all Government communications requiring a Contracting Officer signature must be sent from the Contracting Officer's e-mail address. The Contractor shall designate the personnel with signature authority who can contractually bind the contractor. All binding contractor communication shall be sent from this contractor e-mail address(es).

(d) Upon award, the Contractor shall provide the Contracting Officer with a list of e-mail addresses for all administrative and technical personnel assigned to this contract.

(e) Unless exempted by the Procuring Contracting Officer in writing, all unclassified written communication after contract award shall be transmitted electronically.

[End of Clause]